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MEMORANDUM FOR: Deputy Director of Security (P&M)

FROM: [REDACTED]

Chief, Policy and Plans Group

SUBJECT: Nondisclosure Agreement and the
Instructional Guide [REDACTED]

1. This memorandum is intended to document the record, temporarily at any rate, to provide justification for the attached proposed response to the Chairman of the DCI Committee on Compartmentation wherein we are placing an order for 50,000 Nondisclosure Agreements and 100 copies of the Guide. This action contradicts the decision of the Deputy Director of Security reflected on my routing and record sheet dated 12 June 1981. [REDACTED] will prepare a formal memorandum for the record on this matter. [REDACTED]

2. The referenced 12 June routing sheet was based on misinformation in that I was not aware at that time that the COCOMP already prepared a de-APEX'ed NdA as well as proposed documentation and debriefing memoranda which are intended to accompany the NdA to reflect actions, both initial and incremental, and deletions. These latter documents are for the benefit of the Compartmented Information Branch. In the meeting with the Director of Security on 22 June 1981, attended by yourself, the undersigned, [REDACTED] (Acting Chairman of the SECOM), and [REDACTED] (Chief, SRD), it was agreed that we would use the new Nondisclosure Agreement as well as the debriefing and indoctrination attachments as soon as they have been printed. [REDACTED] agreed that, although the NdA will not serve any purpose for CIB since it does not reflect specific accesses, the procedure would be that the NdA, together with the briefing memorandum reflecting specific accesses, would be forwarded to CIB and then on to SRD. [REDACTED] will make arrangements to have the NdA's stored [REDACTED] at the time that a file is otherwise eligible for destruction. Thus, we will avoid any "shoe box" filing system with respect to the NdA's. [REDACTED]

Attachment

WARNING NOTICE
INTELLIGENCE SOURCES
AND METHODS INVOLVED

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NONDISCLOSURE AGREEMENT
SENSITIVE COMPARTMENTED INFORMATION

1. I, (print full name) _____, hereby acknowledge that I have received a security indoctrination concerning the nature and protection of certain classified information and intelligence sources and methods, which are known as Sensitive Compartmented Information, designated as: _____

_____ and hereinafter referred to as "the designated Sensitive Compartmented Information."

2. I have been advised that direct or indirect unauthorized disclosure, unauthorized retention or negligent handling of the designated Sensitive Compartmented Information by me could cause irreparable injury to the United States and be used to advantage by a foreign nation.

3. I have been advised of the security handling, storage, and transmittal procedures which are to be used to protect the designated Sensitive Compartmented Information, and the procedures to be followed in ascertaining whether other persons to whom I contemplate disclosing this information have been approved for access to it, and I understand these procedures.

4. In consideration of being granted access to the designated Sensitive Compartmented Information, I pledge that I will never divulge such information, in any form or any manner, to anyone who is not authorized to receive it, without prior written authorization from an appropriate official of the United States Government.

5. I have been advised that any unauthorized disclosure of the designated Sensitive Compartmented Information by me may be a substantial violation of this agreement, and may result in the termination of my employment. In addition, I have been advised that any such unauthorized disclosure by me may constitute violations of United States civil or criminal laws, including, as to the latter, the provisions of Sections 793, 794, and 798, Title 18, United States Code, and of Section 783, Title 50, United States Code.

6. I understand and agree that the United States Government may choose to apply, prior to any unauthorized disclosure of the designated Sensitive Compartmented Information by me, for a court order prohibiting such disclosure.

7. In any civil action which may be brought by the United States Government for breach of this agreement, the law of the District of Columbia shall govern the interpretation of this agreement. I have been advised that the action can be brought against me in any of the several appropriate United States District Courts where the United States Government may elect to file the action. Court costs, and reasonable attorneys fees incurred by the United States Government may be assessed against me if I lose such action.

8. I hereby assign to the United States Government all rights, title and interest, and all royalties, remunerations, and emoluments that have resulted, will result or may result from any such disclosure, publication or revelation not consistent with the terms of this agreement.

9. I understand that, upon demand by an authorized representative of the United States Government, I must surrender all materials concerning the designated Sensitive Compartmented Information which are then in my possession or for which I am then responsible. I understand that the designated Sensitive Compartmented Information is, and will continue to be, the property of the United States Government, and my failure to return all materials reflecting this information to the United States Government upon demand, may subject me to the penalties set out in Section 793 of Title 18, United States Code.

10. Unless I am released in writing by an authorized representative of the United States Government, I understand that all the conditions and obligations imposed upon me by this agreement apply during the time I am granted access to the designated Sensitive Compartmented Information, and at all times thereafter.

11. Nothing in this agreement constitutes a waiver on the part of the United States of the right to prosecute me for any statutory violation. Nothing in this agreement constitutes a waiver on my part of any defenses I may otherwise have in any civil or criminal proceedings.

12. Each provision of this agreement is severable. If a court should find any provision of this agreement to be unenforceable, all other provisions of this agreement shall remain in full force and effect.

13. I have read this agreement carefully and my questions, if any, have been answered to my satisfaction. I acknowledge that the briefing officer has made available Sections 793, 794, 798, and 1001 of Title 18, United States Code, Section 783 of Title 50, United States Code, Executive Order 12065, as amended, and the Information Security Oversight Office Directive No. 1 of 2 October 1978, as amended, which implements this Executive Order, so that I may read them at this time, if I so choose.

14. I have been advised that any false statement made by me in this agreement may subject me to the penalties set out in Section 1001 of Title 18, United States Code.

15. I make this agreement without any mental reservation or purpose of evasion.

(Signature of Witness)

(Signature of individual briefed)

(Briefing Date)

(Organization)

(Soc. Sec. Nbr.-see Notice below)

NOTICE

The Privacy Act, 5 U.S.C. 552a, requires that federal agencies inform individuals, at the time information is solicited from them, whether the disclosure is mandatory or voluntary, by what authority such information is solicited, and what uses will be made of the information. You are hereby advised that authority for soliciting your Social Security Account Number (SSN) is Executive Order 9397. Your SSN will be used to identify you precisely when it is necessary to certify that you have access to the information indicated above. While your disclosure of SSN is not mandatory, your failure to do so may delay the processing of such certification.